Limited Warranty

UPONOR WIRSBO

Valid for Uponor Wirsbo Meltaway™, Meltaway™ Manifolds and Specified Components
This Warranty is effective for installation after January 2, 1993

Limited Warranty: Uponor Wirsbo warrants to its "customers" that the Uponor Wirsbo Meltaway™ tubing used for snowmelt and ground conditioning applications, and other parts described in Wirsbo Parts Catalog sold hereunder shall be free from defects in material and workmanship and that the articles will conform to specifications stated by Wirsbo Company in separate provision. It is expressly understood, that failure as a result of freezing water within the pipes does not constitute a defect in material or workmanship, and shall not be covered by this warranty.

This limited warranty shall expire ten (10) years for the Uponor Wirsbo Meltaway™ tubing used for ground conditioning applications; and eighteen (18) months for Wirsbo Meltaway™ manifolds, fittings, associated hardware, and electrical parts as described in the Uponor Wirsbo Meltaway Catalog from date of shipment by Uponor Wirsbo unless otherwise specified in writing.

Written notification of a claimed breach of warranty must be received by Uponor Wirsbo within the applicable warranty period and within thirty (30) days of being notified of the claimed breach. Upon receipt of prompt notice of a warranty claim, Uponor Wirsbo shall have ninety (90) business days in which to determine whether it acknowledges responsibility for any asserted defects in material or workmanship and the appropriate course of action to be taken.

It is expressly agreed that the exclusive remedies under this limited warranty shall be at the option of Uponor Wirsbo, to issue refund, repair or replace any article or part thereof which is proved to be other than as warranted. Allowances to customers for transportation, labor charges, part adjustments, repairs or any other work, must be authorized in writing, in advance, by Uponor Wirsbo.

This limited warranty applies only if the articles sold hereunder (a) are selected, designed, and installed according to the instructions and operation manuals furnished by Uponor Wirsbo and installed in a "workmanlike manner" according to the building association standards adopted by Uponor Wirsbo, (b) are not exposed to temperatures and/or pressures that exceed the limitations printed on the tubing, (c) remain in their originally installed location, (d) are connected to proper water and power supplies, (d) show no evidence of misuse, tampering, mishandling, neglect, accidental damage, modification or repair without the approval of Uponor Wirsbo or damage done to the product by anyone other than Uponor Wirsbo, and (e) are installed in accordance with applicable code requirements. The above Limited Warranty is the full extent of express warranties provided by Uponor Wirsbo.

All other equipment provided by Uponor Wirsbo (i.e., boilers, pumps, heat exchangers, valves, etc.) shall carry original manufacturer's warranties and is not covered by Uponor Wirsbo in this limited warranty. In no event shall Uponor Wirsbo be responsible for any consequential or other damages which may arise from use of the Uponor Wirsbo system.

By the mutual agreement of the parties, it is expressly agreed that this limited warranty and any claims arising from breach of warranty, or any other claim arising hereunder, shall be governed and construed under the laws of the State of Minnesota. It is expressly understood that authorized Uponor Wirsbo Sales Representatives have no express or implied authority to bind Uponor Wirsbo to any agreement or warranty of any kind without the express written consent of Uponor Wirsbo.

UPONOR WIRSBO DISCLAIMS ANY WARRANTY NOT PROVIDED HEREIN INCLUDING THE IMPLIED WARRANTY OF MERCHANT ABILITY AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. UPONOR WIRSBO FURTHER DISCLAIMS ANY STATUTORY OR IMPLIED WARRANTY OF HABITABILITY. UPONOR WIRSBO FURTHER DISCLAIMS ANY RESPONSIBILITY FOR LOSSES, EXPENSES, INCONVENIENCES, SPECIAL, INDIRECT, SECONDARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM OWNERSHIP OR USE OF THE ARTICLES SOLD HEREUNDER. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

WIRSBO®
Life, Safety, Comfort Systems

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